

**REPORT ON THE
REMOVAL OF MARIO AMBRA
FROM HIS OFFICE AS COUNCILMEMBER
ON APRIL 18, 2002**

INTRODUCTION

On April 23, 2002, the City Council referred to the Council Procedures Committee the broad topic of addressing issues raised by Mr. Ambra's removal from his seat on the Mountain View City Council as it relates to City policies, procedures and Code/Charter provisions. On June 4, 2002, the Council asked the City Attorney to prepare a background report on the range of issues which led to the removal of Mr. Ambra. Both of these actions arose out of the very public removal process, and the recognition by the Council that, to date, there had not been any document published by the City, by the Santa Clara County District Attorney's Office or the courts which provides a complete background of the behavior and incidents which led to the District Attorney and Grand Jury supporting this unprecedented removal.

This report will attempt to fill in those informational gaps. In summary, Mr. Ambra's conduct while in office involved several areas of concern: (1) his misuse of City debit/credit cards and City funds in general; (2) violation of the City Charter by directing City staff and attempting to remove City staff members; (3) his efforts to secure personal financial benefits; (4) his insistence on preferential treatment (advance warning of criminal search warrant at his home); and (5) his use of anger/temper and outbursts of aggressive behavior to get his way. While these were not all "charged" in the Accusation, they formed the fabric of behavior which required intervention by the District Attorney.

This memorandum will also attempt to clarify some misinformation disseminated by Mr. Ambra and/or others, speaking on his behalf, that his conviction was based on a "technicality" and that other councilmembers have committed similar acts, but have never been reported by the City staff nor charged by the District Attorney.

TEMPER/OUTBURSTS OF ANGER

Mr. Ambra's actions while in office must be viewed against the backdrop created by his outbursts of anger and his violent temper. While these two behavioral expressions could be seen as one and the same, they are not. Mr. Ambra's temper would "blow" on occasion, however, on as many or more occasions, he would intentionally act out in an angry or aggressive manner towards staff, to intimidate, in an effort to get his way.

The City of Mountain View has an obligation to its workforce and to those it represents to have a workplace free of hostility or the threat of hostility. One of the things that the City management tries to guard against is outbursts of anger which can compromise the wellbeing of the workplace. One of the principal concerns is that if employees hear a councilmember, the Mayor or for that matter, a supervisor yelling or directing anger or aggressive behavior at a person of a higher rank than them, with no remedial action directed at the person venting the anger; the employees believe they too have to endure this type of behavior. You can then have an unsafe work environment, plus the potential for liability.

Mr. Ambra's first significant outburst of anger was directed at then City Clerk Katherine Koliopoulos in the fall of 1997. Ms. Koliopoulos had been a City employee for about ten years at the time. In that incident, Mr. Ambra directed Ms. Koliopoulos to replace the watch batteries in his City watch (a novelty watch) or give him a new watch. When Ms. Koliopoulos declined, Mr. Ambra became enraged and approached Ms. Koliopoulos as she stood behind her desk, blocking the path of exit to her office door. Ms. Koliopoulos was visibly shaken and upset by the incident and Mr. Ambra was counseled about the behavior. Ms. Koliopoulos consulted an attorney and considered filing a lawsuit against Mr. Ambra and the City based on the incident and other actions by Mr. Ambra which were potentially retaliatory. She ultimately decided against a lawsuit.

There were many incidents since that first initial incident both in the City Clerk's Office, the Mayor's office and other offices in City Hall. Mr. Ambra directed outbursts at members of the City Attorney's Office staff and at me in particular. On two occasions he technically "assaulted" me by charging toward me as though he was going to physically attack me, stopping within inches of me and, on one of the occasions, started yelling. The effect of this behavior on other staff was particularly evident. For example, if a councilmember stopped by looking for me and I wasn't in my office, my staff would tape a note to my chair. If Mr. Ambra stopped by or called, staff would find me, page me, call me at home, or whatever it took. They were generally afraid of not being able to provide him with what he wanted out of fear that he would take it out on me, or them.

In one incident that was typical of his behavior, Mr. Ambra became enraged at Councilmember Faravelli in the Plaza Conference Room as the Council prepared for a closed session. Mr. Ambra entered the room and noticed a small cake or cupcake Mr. Faravelli had purchased in recognition of Vice Mayor Lieber's fortieth birthday. Mr. Ambra became enraged and began yelling because he, as Mayor, felt he should have been consulted before such a decision was made. While the subject of the anger was not important, what was significant was that over a meaningless issue, anger was used to press his point of view and that staff members viewing same, directed at a councilmember, will conclude that they are at risk of incurring that same type of anger if they do not do what Mr. Ambra wishes.

Just prior to addressing Mr. Ambra's activities relative to the 12,000 sq. ft. building (discussed below) we still had to resolve his use of anger/intimidation directed against Deputy Community Development Director Ron Geary relative to the tower crane incident (also discussed, below). The reason this matter was still unresolved in mid-June 2002 was because approximately one year earlier, Mr. Ambra had blown his temper at then-Mayor Rosemary Stasek. Mayor Stasek was generally aware of some of his past conduct and confronted the City Manager and myself out of concern that staff should not be subjected to what was essentially violent and threatening behavior. The City Manager and I then briefed the Mayor and Vice Mayor Noe on the problems with Mr. Ambra's temper and agreed that any further outbursts by Mr. Ambra against City staff would be reported directly to the City Council. Since the June 2000 outburst, Mr. Ambra had others, but not of the degree that prompted this same concern.

Immediately after the tower crane incident, Mr. Ambra was confronted and counseled by the City Manager, and separately by Councilmember Faravelli. Mr. Duggan indicated to me that Ambra downplayed his actions and when I confronted Mr. Ambra in late May, it was clear that neither counseling was effective. Further, the counselings did not fulfill the requirement of reporting the next major incident to the Council. I had not concluded my discussions with Mr. Ambra in this regard and was dismayed when he flatly denied the outbursts directed at Mr. Geary and Ms. Stasek, claiming alternatively that he would raise his voice on occasion because he was "hard of hearing."

Had the need to consult the District Attorney not arisen in June 2001 as a result of Mr. Ambra's illegal actions relative to the 12,000 sq. ft. building, it was my intention to consult with the City Manager to determine how best to advise the Council of the ongoing problem relative to his temper, etc.

KEY BACKGROUND EVENTS

The following will outline the key events which preceded the visit to the District Attorney's Office. Before describing these events in chronological order, some context will be helpful, particularly as to the increased tenor of his behavior after his re-election and assumption of the title of mayor.

From the time Mr. Ambra assumed his elected office in January 1997, Mr. Ambra attempted to get City staff to act and improve the value and/or developability of his property on Rengstorff Avenue. Mr. Ambra was reelected in November 2000 and his election also advanced him one spot in the rotation for the mayor's seat. He realized that he would most likely be elected as mayor when sworn in for his second term in January.

Between the election of November 2000 and his selection as mayor in January, he visited my office on several occasions and openly announced that there was a "new regime" in place and there were going to be "changes made." When discussing particular "planned" changes during this period, he indicated that the changes would be accomplished because he had "4 votes" (a majority of the 7-member Council). He used the term "new regime"

and declared that there were to be “changes made” to other staff members as well, including members of my staff.

Almost immediately after being sworn in as mayor, Mr. Ambra started acting out as though he had been elected to a strong-mayor position. I was the main staff contact person¹ for Mr. Ambra on substantive matters and I had to regularly advise him that many of the changes that he sought to implement autocratically, needed to be processed through the Council and/or the Council Policy and Procedures Committee, with the consent of the Council. Many issues arose with him directing staff in violation of the City Charter, seeking reimbursements which were outside City policy limits, and generally just wanting to run the City.

I consulted with our senior councilmember, Councilmember Faravelli in late January, less than three weeks after Mr. Ambra had assumed the Mayor’s role on how to deal with a number of problems we were encountering with Mr. Ambra in this role which I thought would compromise his relationship with the Council. In particular, I was concerned about the “new regime” comments and the representations about the “4 votes” which I understood to include Mr. Faravelli’s. Mr. Faravelli shared my concern and confirmed that there was no such consensus and that Mr. Ambra was fabricating. Mr. Faravelli and I planned to discuss this issue over lunch and after running into Mr. Ambra before leaving City Hall, invited him to join us. He joined us approximately thirty to forty minutes into the lunch and afterwards asked to give me a ride back to City Hall (I had walked to the lunch). Our “discussion” in Mr. Ambra’s jeep on the way back to City Hall is chronicled later in this report.

Obsession With Personal Gain

To put Mr. Ambra’s activities with respect to the development of his property and controlling the development of property around him in perspective, if I had one hundred conversations with Mr. Ambra over the four and a half years from when he initially took office until I reported his behavior to the District Attorney, ninety of those conversations centered on how he could increase the value of his property through City efforts. In the few conversations I had with him on behalf of constituent issues, the majority of those involved constituents that “called” him about issues in his particular neighborhood that also seemed to relate to the upkeep of the area that would in turn benefit Mr. Ambra’s property.

¹ This is odd for the city attorney to be the main staff contact for any member of the city council. There were two reasons why I assumed or was “assigned” this role. The City Manager, City Clerk and I, had to steer him away from interactions with other City staff to avoid him: (1) giving direction to City staff; and (2) to avoid liability based on his considerable temper. In several interactions with City staff, when his temper would blow, the staff member would be traumatized. He is a large imposing individual who often aggressively invaded people’s personal space when using his anger/temper. The City Clerk and City Auditor would also direct him to talk to me in an effort to distract his pressing them for payments/expense reimbursements which were unauthorized or illegal.

I question whether he was “called” on many of these matters because he never could supply the constituent’s name, whereas other Councilmembers nearly always offer the name so that staff can get back to the person. In each of those conversations, I advised him that he was not permitted to have that conversation with me or anyone else on staff because of what I perceived was a conflict of interest.² Many of those conversations, perhaps half of them, included an admonishment to Mr. Ambra that he was directly interfering with City staff in violation of the City Charter.

The Financial Incentive for Acquiring the Neighboring Parcels

Although some interactions with staff concerned other items of interest to Mr. Ambra that may or may not have affected his financial interests, most of them centered on (1) the development potential of his property; (2) his efforts to gain ownership of the parcels of property immediately behind the property owned by his family; and (3) complaining about the maintenance of or activities on surrounding properties.³

As previously indicated, the two-acre Ambra piece fronted on Rengstorff Avenue and ran the entire length of that frontage from Leghorn Street to Plymouth Street. Immediately behind his property were two parcels held by two separate individuals which, when added together, would mirror the size and shape of the Ambra property and, if added to the Ambra holdings, would double the Ambra property holdings in size and, more importantly, increase the property’s value. One half of that larger piece was owned by Sarah Ambra, the aunt of Mario Ambra and sister-in-law of Mr. Ambra's father. Because of a family feud, they reportedly had not regularly spoken in 40 years. The other piece was owned by Mr. Thomas Shepell. Mr. Shepell operated or leased space on his parcel to a number of outdated, nonconforming uses such as a tin can processing center, storage facilities and the like. (See Parcel Map, attached as Exhibit A).

Mario Ambra was always putting forth ideas about how his property could be developed. Even though his half of the Ambra property was zoned industrial, he often spoke to developers and City staff about having his property rezoned residential so that his property and the half of the property closer to his father's residence, which was zoned residential, could then yield a multi-family housing development. The other half of the Ambra property was zoned multi-family residential and designated for a density of 18 housing units to the acre. If the properties behind the Ambra holdings were added to the Ambra piece (those owned by Sarah Ambra and Thomas Shepell), Mr. Ambra believed that the residential density on the property could be increased to as much as 50 units per acre. Mr. Ambra regularly put forth this idea to me and to members of the Community Development staff.

² The conflict of interest I saw was under the Political Reform Act because I believed he had a financial interest in the property; notwithstanding, his actions would also clearly be violations of the Common Law Conflict of Interest Doctrine.

³ Mr. Ambra would often make comments like “Mike, you gotta clean this area up, I can’t put housing in here with uses like that.”

It is not difficult to figure out that if you can buy adjacent property at fair market value (based on the existing lower density) and more than double the residential density on your existing property, you have bought the new property at a discount and you have significantly enhanced the value of that which you already own. The potential for profit under this scenario was probably \$2 million to \$4 million dollars.

Alternatively, he spoke about developing the properties with commercial or industrial uses. Acquisition of the neighboring properties was advantageous in this regard as well as evidenced by Ambra's comments relative to the Porsche dealers need for a deeper site and that many of these issues would require a deeper site (from Rengstorff Avenue).

HIS ILLEGAL ACTIVITIES - CHRONOLOGICAL

It should be noted, that the fact that counts one, two, and three of the Grand Jury Accusation were dismissed by the district attorney/court prior to trial does not absolve Mr. Ambra of his illegal actions relative to each of the individual incidents. With respect to each incident (Shepell, tow yard, and office building) set forth in those three counts, Mr. Ambra directed staff in violation of the City Charter in an attempt to benefit himself or his family. As both a legal and practical matter, the jury's conviction of Mr. Ambra on Count Four included the exact same allegations (and evidence) set forth in the first three counts. In addition, Mr. Ambra's illegal actions as set forth in the first three counts were also illegal under the common law conflicts of interest doctrine.

Shepell Incident - This involved Mr. Ambra's efforts to have the City take action against his neighbor, a Mr. Shepell. The underlying facts of this incident were set forth in count one of the Accusation issued by the Santa Clara County Grand Jury, to wit: "urging City of Mountain View officers and employees...to conduct City Code violation enforcement proceedings regarding the premises located at 2060-2066 Plymouth Street, Mountain View, California."

This effort was initiated by Mario Ambra as a formal complaint to the Code Enforcement Division (then in the Community Development Department) against Mr. Shepell. Although staff was cognizant that Mr. Ambra should not have made the complaint directly to City staff, he indicated we would find hazardous materials, open electrical panels and car batteries leaking into the groundwater. For those life/safety reasons, after being denied a consent search by Mr. Shepell, we obtained an inspection warrant from the court and put together a multi-departmental task force to inspect the property in 1997. We found very minor violations.

After the inspection concluded, I received an e-mail from Fire Battalion Chief John Fetz indicating that after the inspection, Mr. Ambra took him aside and told him that he needed Mr. Fetz to do whatever he could to "run this guy out of business" so Mr. Ambra could buy the property. Mr. Ambra shared this same intention with me on a number of occasions. In the succeeding four years, Mr. Ambra made a number of other complaints against Mr. Shepell with the same indication that he needed to acquire the property and gave directions to enforcement staff.

Tow Yard Issue – This issue was included in count two of the Accusation and addressed illegal conduct by Mr. Ambra and his efforts to direct City staff to kill a proposed tow yard on his aunt's parcel. Prior to the City receiving interest from a local tow company to place a tow yard on the property owned by Sarah Ambra, Mr. Ambra had had the property owned by Ms. Ambra, in escrow to purchase. The purchase fell through. The aunt then entered into a development agreement or escrow arrangement with Ellison Towing who planned to remove some of the houses on the property, retaining one house to use as an office. Ellison planned to operate a tow yard and vehicle sales operation on the site. Mr. Ambra became aware of this between June 1, 2000 and September 30 of the same year. For the City, the tow yard presented an unwelcome use next to residentially zoned property (the Sheppell property bordered this site to the south and was zoned "residential," and in the future would become residential). The Ellison proposal presented a problem for Mr. Ambra because it would have prevented him from purchasing this additional site and thereby increasing the value of his own property.

On at least three occasions, he contacted the City Attorney and indicated he wanted the project killed. He approached the City Manager as well. I told Mr. Ambra to stay out of the issue. The City Manager testified that he had conversations with Mr. Ambra advising him that City staff would not treat the project in any way differently because of Mr. Ambra's interest in the property.

Fire the Police Chief - In a celebrated incident he approached the City Manager and wanted the Police Chief fired for not advising him in advance of a criminal search warrant executed at Mr. Ambra's residence. One of Mr. Ambra's relatives was involved in a high-speed police chase in a stolen vehicle and ran into the Ambra residence after the vehicle was abandoned at the curb. Mr. Ambra denied seeing the fleeing suspects and refused to let the police in the house. The police returned within the next week or two with a search warrant for the Ambra residence looking for personal items missing from the recovered vehicle. Advance notice of the search warrant would have been, at a minimum, criminal obstruction of justice and the City Manager advised him of same. He indicated to the City Manager that if he did not fire the Police Chief he would find another way to fire the Police Chief, which essentially meant that he was going to try to have the City Manager fired.

The January Jeep Conversation – At the end of our lunch on January 23, 2001, Mr. Ambra offered me a ride back to City Hall in his new Jeep. When I entered Mr. Ambra's Jeep for the short ride back to City Hall, he began yelling at me, imploring me to contact the broker on his aunt's property and get him to sell the property to Mr. Ambra. He indicated that one call from me, the City Attorney, and they would get the message and sell the property to him; and that he needed to acquire that property. I advised him in no uncertain terms that we could not have that conversation; that I could not and would not contact his aunt's broker; and that if he wanted to acquire the property he should do so directly through his own broker.

He indicated that he had tried to buy the property and that she would not sell it to him and that it was his cousin (the aunt's daughter) who was interfering with his efforts to buy the property. He followed me up to my office and continued the efforts to try to get me to contact the broker. I declined and advised him of the inappropriateness of his conduct.

The Tower Crane Incident – On April 26, 2001, Mr. Ambra ordered the Deputy Community Development Director, Ron Geary, to have a million dollar tower crane removed from the construction site at 400 Castro Street and/or the construction site shut down.⁴ That action clearly interfered with the City Charter and again, Mr. Ambra used anger and intimidation in an effort to get his way. The crane was safe and the Deputy Director advised him of same. The implication of shutting down the job for the City is that it would have created a significant liability to the City due to the resulting cost to the owner of the project. Damages against the City could have been in the tens of thousands of dollars.

As we began to address the next problem (the 12,000 sq. ft. building), we were just beginning to address Ambra's inappropriate disclosure of closed session information to a friend immediately after a closed session involving the City Manager's performance evaluation. The friend left a voice mail for the Police Chief that evening, referencing the information about the closed session given to him by Mr. Ambra.

The 12,000 Square Foot Office/R&D Building — Count three of the Accusation centered on a proposal to build a 12,000 square foot building on the "aunt's parcel." This was essentially the "straw that broke the camel's back" for Mr. Ambra. This issue produced the behavior which in turn, led to reporting Mr. Ambra to the District Attorney. For that reason, I will provide greater detail with respect to the facts surrounding this proposal.

By June, 2001, Mr. Ambra had served as Mayor for five (5) months. On a day to day basis, Mr. Ambra had become more directive toward City staff and less and less tolerant of the word "no." This demeanor was reflected in all aspects of his behavior.

The attempts by Mr. Ambra to have staff "kill" the office building was the catalyst which forced us to visit the District Attorney for two reasons: (1) Mr. Ambra's relentless approach; and (2) this time we couldn't seem to stop him.

On Tuesday, June 12, 2001, I received a telephone call from Mr. Ambra on my direct line. He was offended by the proposed project and by having to hear about the project on his aunt's property from the developer rather than from our Community Development Department (CDD) staff. I advised him that CDD staff probably did not call him based on my advice to treat him like any other citizen and, therefore, to protect him from violating the law. I tried to calm him down, and he was clearly exercised about the fact

⁴ After the removal process began, Mr. Ambra claimed that he received a call from a citizen who saw (or feared) rocks could fall from the crane. This was spin; the reasons he gave to Ron Geary were: (1) the owner of the project (Tishman Speyer) had too much influence in the City and needed to be put in their place; and (2) he had seen a documentary on TV about cranes collapsing.

that a building would be constructed next door and would foreclose his opportunity to purchase the property.

I got off the phone with him and began checking with Community Development Department staff as to whether the proposal was for an office building or a research (R&D) facility. Within 10 minutes of hanging up with Mr. Ambra, he called back indicating the developer had just telephoned him again and wanted to meet with him. At this point, he was extremely agitated, and I had to remove the phone from my ear.

The next day, Wednesday, June 13, he called me into the Mayor's office (he was Mayor for the year 2001) and advised me that if the project went forward he was going to have the City Manager and the Community Development Director fired. While he mixed in various other issues, he kept returning to the need for the City to help him acquire his aunt's property. He said that the Community Development Director and City Manager had no vision for his area; that his neighborhood was a jewel of an area; and the City should be doing what it could to help him acquire the property. He also advised me that he had a Porsche dealer interested in developing his property, provided he could acquire the aunt's piece and the Sheppell piece. I reminded him of the law as well as the Council's lack of interest in studying and rezoning this area, at this time.

My effort to modify his behavior was apparently not effective and on Thursday, June 14, and Friday, June 15, I met with Mr. Ambra at least three or four times and the conversations were the same, but his tone was heightened with respect to the firing of the City Manager and the Community Development Director. What was interesting about this time period was that it was right in the middle of our performance evaluations (mine, the City Manager's and the City Clerk's) and our next scheduled meeting with the City Council in that regard was Tuesday, June 19.

I advised the City Manager of some of my discussions with Mr. Ambra on Thursday, June 14, and he shared with me that after responding to a phone call from Mr. Ambra with respect to an article that appeared in the *San Jose Mercury News*,⁵ Mr. Ambra assumed a belligerent tone and became accusatory toward him for no apparent reason. When Mr. Duggan responded with little tolerance for his tone and behavior, Mr. Ambra lost his temper; started verbally criticizing/attacking the Community Development Department and again became accusatory and threatening. This explosion by Mr. Ambra included veiled threats against both the department head and the City Manager. The discussion then turned to the proposed office building.

The City Manager was out of the office on Friday, June 15, and I had additional conversations with Mr. Ambra. At one point, I thought I was making some progress because after trying several different approaches, shared with him that if his aunt did not sell him the property, there was no way for us to force her to do so even if we had an ordinance that required property assemblage. He asked me to explain how property

⁵ Mr. Ambra was reportedly exercised by an article which chronicled family and friends gathering to dedicate a trail head along Stevens Creek Trail, feeling that he as Mayor, should have been consulted.

assemblage ordinances worked⁶ and, after describing same, I advised him that if this process went forward it would be far better to have a nice new clean office building than a tow yard or an automotive repair shop next to his property, as allowed in the MM zone. I was trying to get across to him that if the City did kill the project as he requested, he may very likely end up with a less desirable use.

On Monday, June 18, Mr. Ambra's tactics took a slightly different turn. He approached it from a standpoint that he was pretty convinced that the City Manager could be fired and represented to me that he had the votes to accomplish same. He made it very clear and in direct terms that if the City Manager or Community Development Director did not block the project, he would have them fired, and this was repeated during all of my conversations with him on Monday and Tuesday of that week. At one point, he told me that I was in no danger with the Council and that I was going to sail through my evaluation, but if the City Manager was fired, he would want to make me City Manager.⁷

Ambra Confronts the City Manager — Once it was clear to Mr. Ambra that he was not going to get anywhere with me, he started talking about going to talk to the City Manager. I advised him that he could not talk to the City Manager directly or indirectly about the proposed office project or about the development of his parcel. He again conveyed the threats about getting the City Manager fired, and I asked him: "Mario, what do you want me to do? Do you want me to scare the hell out of the City Manager [that] his job is in jeopardy so he tells Elaine Costello to kill the project?" He answered, "Yes." I asked him, "Do you want him to go downstairs and tell Elaine Costello to kill the project?" He repeated, "Yes." I advised him that I thought he was committing a felony and that I was not going to tell the City Manager to do anything on the project. I further advised him that I was going to specifically tell the City Manager not to communicate anything to the Community Development Department with respect to the project.⁸

After that, I learned that he went to the City Manager on Tuesday, June 19, which the City Manager described as "the calm Ambra," calling the City Manager early in the morning and apologizing at least five times for losing his temper during the conversation on Thursday (June 14). Mr. Ambra then launched into his aunt's property and asked to meet that afternoon. The City Manager reported that he was called into the Mayor's office for about 30 minutes on this and other topics, with Mr. Ambra suggesting that the City should put so many conditions on the development of that property (the office

⁶ Property assemblage ordinances are not a "category" of ordinances and differ widely in approach. They are understood by few. Suffice it to say that his later request to the City Manager to "heavily condition" the proposed office building so the new owner (of the aunt's property) would be forced to sell to him was consistent with part of a property assemblage approach which I described to Mr. Ambra several days earlier.

⁷ For reference only, he was just leveraging. Both the City Manager and City Attorney received glowing evaluations and merit pay increases.

⁸ Even though the office project could have been approved at the staff level, the City Manager, Community Development Director and I decided on Wednesday, June 20, to refer the project to the City Council for a final decision to avoid any appearance of impropriety. It was approved by the Council in September 2001.

building) that it would frustrate the developers and force them to sell it to him at a reduced price. The City Manager found this line of behavior unbelievable and surmised that because his evaluation was scheduled for that evening, Mr. Ambra felt he had the most leverage. Mr. Duggan testified that he was flabbergasted that Ambra had the temerity to call him to the Mayor's office, look him straight in the eye and tell him to kill the project.

Mr. Ambra thereafter reported his conversation with the City Manager to me, and I asked how the conversation went. (I had already talked to the City Manager who told me about the five apologies.) Mr. Ambra described the conversation as a good conversation because he really laid it out for the City Manager that his job was essentially on the line and that he had to do what he could to help him assemble the property. A day or two later, the City Manager advised me that Mr. Ambra also brought up the proposed Porsche dealership during that conversation and the need for the City to help him acquire the property in similar detail to what Mr. Ambra described.

The above account of Mr. Ambra's efforts aimed at stopping the 12,000 square foot office building must be superimposed against the overall background of inappropriate and illegal activity by Mr. Ambra since he became Mayor. The "new regime" approach and the feeling that he was somehow not subject to the City Charter reached a crescendo when I began addressing his new initiative (the 12,000 square foot building) on June 12th.

Comment: In hindsight, we are not sure why Mr. Ambra could not be stopped this time. It could have been that he believed that without us stopping it, that this project (unlike the tow yard) would go forward (he had had discussions with the developer). Perhaps it was the prospect of a Porsche dealership on his property and/or it may have been his perception of his apparent power as Mayor.

Going to the District Attorney

On Wednesday evening, June 20, 2001, it finally settled in that through all of our attempts during the four plus years with Mr. Ambra, we had not made a dent in his behavior nor in his willingness to understand that he could not participate in governmental decisions in his role as a Councilmember to benefit himself or his family. Going to the City Manager and attempting to harm one of our customers (the new owner of the aunt's property) was the straw that broke the camel's back. That evening, I telephoned the City Manager and the Vice Mayor to advise them that I would like to meet with the Vice Mayor and a member of the Council the next morning to advise them officially that I was going to visit the District Attorney and ask for help.⁹

⁹ After speaking to the City Manager I left a voicemail message for the Mayor. Before the Vice Mayor returned my call at approximately 10:00 p.m., I received a telephone call from Councilmember Faravelli who asked me how and in what manner he and another member of the Council, Mary Lou Zoglin, could sit down with the Mayor and advise him that the inappropriate disclosure of closed session information (the "new issue" referenced above) by Mr. Ambra would no longer be tolerated. At that time I advised Mr. Faravelli that there were probably larger issues at hand with respect to my initial decision of having to go to the District Attorney.

The Vice Mayor requested that Councilmember Ralph Faravelli, the most senior member, attend as well. Interestingly, Mr. Faravelli and I performed the joint function of "jumping in front of the Ambra train" for the past four plus years.¹⁰ We met the next morning at 9:00 a.m. In attendance were the City Manager, myself, Vice Mayor Sally Lieber and Councilmember Ralph Faravelli as well as Councilmember Mary Lou Zoglin. After discussing some of the problems and the various options (and not seeing any preferable option), I advised the group that I would be making an appointment to meet with the District Attorney as soon as possible.

Upon leaving this meeting, I went directly to Police Chief Maehler's office and while waiting for him to complete an employment interview, I drafted a memorandum to the entire Council for the Vice Mayor's signature (Exhibit B). We then telephoned Mr. Kennedy's office and scheduled an appointment for the next morning.

When I visited the District Attorney, I did not bring a file to turn over to the District Attorney and the only document the District Attorney took from me and kept was a photocopy of the public parcel map showing the location of the various properties at issue. During my meeting with the District Attorney I outlined the past history of Mr. Ambra's attempts to increase the value of his property through coercing action or inaction on the part of the City staff and mentioned that we also had some issues with Mr. Ambra's misuse of City funds. While I was personally aware of many of the other elements of misconduct by Mr. Ambra during his time in office, it was the investigation conducted by the District Attorney's Office that illuminated the full picture relative to these other events.

It is of interest to note that once Mr. Ambra received the Vice Mayor's memorandum, referenced above, on June 21st and my follow-up memorandum on June 22nd, (Exhibit B) he immediately stopped the behavior which led to his removal. This seems ironic that such a radical change in behavior would occur if there was nothing inappropriate about the prior behavior as Mr. Ambra contends. There was one noted exception, namely that during the Environmental Planning Commission's consideration of the City's housing element, Mr. Ambra did contact one or more Planning Commissioners for the purpose of achieving a higher residential density on his property. This contact was inappropriate under State law.

PROCEDURAL HISTORY

Mario Ambra was elected to the Mountain View City Council in November 1996 and re-elected for a four year term in November 2000. During the first year of the second term, he served as Mayor, a position rotated among Councilmembers. He was removed from

¹⁰ "Jumping in front of the train" was the metaphor we used for contacting Mr. Ambra or interacting with Mr. Ambra when he was out of control. His temper would flare on a variety of issues and he would need to be counseled to avoid proceeding with a course of conduct that would harm him or the City. We would encounter the anger, frustration, and intense energy produced as a result of him having heard the word "no," and it often seemed like we were trying to stop a freight train.

office by Judgment of Removal on April 18, 2002, after a jury convicted him of violating Government Code Section 3060 for knowingly and willfully engaging in misconduct in office by violating Mountain View City Charter Section 607/1604.¹¹ A copy of the judgment is attached as Exhibit C. The District Attorney called eleven (11) witnesses to testify at Mr. Ambra's trial, including eight (8) City employees, Mr. Ambra's cousin, a real estate broker and a local realtor. The defense called no witnesses and Mr. Ambra did not testify.¹²

The jury trial arose out of a four-count accusation (see enclosed Exhibit D) issued by the Santa Clara County Grand Jury. The District Attorney originally proposed five (5) counts with the additional count relating to Mr. Ambra's misuse of City funds in the purchasing of airline tickets for Mrs. Elizabeth Ambra and other alleged improprieties with public funds. On the eve of the Grand Jury (October, 2001) the District Attorney decided not to present that latter charge and explained that the charge was dropped because they believed that the remaining charges and ultimately a trial on the fourth count (the one he was ultimately convicted of) was sufficient to remove Mr. Ambra from office.

The first three counts of the accusation, each of which alleged violations of Government Code Section 87100, were dismissed as part of the pretrial procedure because Mr. Ambra represented to the court that he had no financial interest in the property upon which he lived (and which he was trying to develop) within the meaning of the Political Reform Act. Under a seeming technicality, Mr. Ambra's efforts to increase the value of his family's property holdings on Rengstorff Avenue would therefore be a violation of the common law conflict of interest doctrine, but would not be a violation of the Political Reform Act (Gov't. Code § 87100, et seq.). Since the first three counts of the Accusation did not allege violations of the common law conflict of interest doctrine, the District Attorney made a motion to dismiss those charges. The court granted the motion.

Mr. Ambra's actions and statements to the State (his Form 700) and to City staff, directly contradict the position he took in court¹³ as to the family trust; however the District Attorney chose not to pursue the first three charges of the accusation, feeling confident that the fourth count would result in his removal.¹⁴ The matter went to trial on only the fourth count, that of knowing and willful misconduct in office for violating the City

¹¹ Mr. Ambra attempted to resign from office one (1) day prior to his removal; the court ruled that the "resignation" "takes care of any enforcement of the judgment" and entered the order/judgment removing him from office. The Mountain View City Clerk entered his removal from office in the official minutes of the City on April 23, 2002, which created a vacancy on the City Council.

¹² Technically, the defense called the DA's investigator as a witness for a procedural matter but did not attempt to solicit substantive information.

¹³ Attached to this memorandum as Exhibit E, is an explanation of Mr. Ambra's actions and statements with respect to the trust which contradict the representations he made to the court (that he lived on property owned by his father, yet had no financial interest in the property) in the pretrial proceedings.

¹⁴ The trial on Count Four included all the evidence and testimony contemplated under counts one through three, had they gone to trial. Mr. Ambra made a motion to limit that testimony since the counts themselves had been dismissed; the court denied the motion finding that the allegations in Count Four did embrace all of the misconduct previously set forth in counts one, two and three.

Charter by interfering with the Council/City Manager form of government. A unanimous jury convicted Mr. Ambra.

Count Four – Count four was for violation of Government Code § 3060 and for specifically violating Charter Section 607.

Count Four provided as follows:

The Grand Jury of the County of Santa Clara, State of California, hereby accuses MARIO LOUIE AMBRA, a duly elected and acting Councilperson for the City of Mountain View, in the County of Santa Clara, California of knowing, willful and corrupt misconduct in office, in violation of Government Code Section 3060, committed as follows:

COUNT FOUR

That on or about and between April 1, 1997 and September 25, 2001, the said MARIO LOUIE AMBRA, a duly elected and acting Councilperson for the City of Mountain View, in the County of Santa Clara, California, did knowingly, and willfully interfere with the execution by the Mountain View City Manager of the manager's powers and duties and ordered directly and indirectly the removal of the Mountain View City Manager and the City of Mountain View Planning Director and failed to deal with the City's administrative service solely through the City Manager and gave orders to subordinates of the City Manager, in violation of the Mountain View City Charter Section 607/1604.

City Charter Section 607 provides as follows:

Section 607. Non-Interference with Administrative Service

Neither the Council nor any of its members shall interfere with the execution by the city manager of the city manager's powers and duties, or order, directly or indirectly, the appointment by the city manager, or by any of the department heads in the administrative service of the City, of any person to any office or employment or that person's removal therefrom. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the city manager, and neither the Council nor any member thereof shall give orders to any subordinate of the city manager, either publicly or privately.

WHY REMOVAL?

No member of City staff was involved in the decisionmaking at the District Attorney's Office. It was the District Attorney's Office that decided to focus upon the fourth count as the principal count which would justify removing Mr. Ambra from office. The District

Attorney's Office explained that the reason they felt strongly about this particular charge was that Section 607 of the City Charter was not adopted by the City Council, but rather was put in place by the electorate, the voters of Mountain View, and served as an express legal limitation on the authority of those elected to the City Council. The voters of Mountain View had therefore decided the manner in which they wanted their government conducted. The District Attorney believed Mr. Ambra knowingly and willfully violated this important rule after being warned, countless times.

The District Attorney's Office was also impressed with the fact that all councilmembers are briefed on the importance of this Charter provision and the division of authority between setting policy (by the Council) and directing implementation of policy (by the city manager). Added to that was the fact that Mr. Ambra was counseled and admonished on many additional occasions, perhaps as many as fifty, by fellow Councilmembers, the City Manager and the City Attorney. He nevertheless decided to ignore the people's express edict as to how government in Mountain View should operate.

Finally, while impressed with many of the successes staff had in thwarting Mr. Ambra from achieving the results he desired, the District Attorney dismissed the notion that "if there's no harm, there's really no foul... So what's the big deal?" To respond to this question, Special Assistant District Attorney William Larsen argued to the jury:

"The big deal is and the harm is that the integrity and honesty of local city government hinges on elected public officials conducting themselves in accordance with the law. And it's important to maintain the integrity and the honesty in local government and not wait for a case where something actually does go afoul and there is a project killed inappropriately, unlawfully, behind the scenes, down the back hallways, behind closed doors, not in the normal course of governmental function. ...We want honesty and integrity in government. We want elected public officials to follow the law, and we want public officials to not misconduct themselves. And in this particular case, not only knowing and willfully misconducting themselves, but we don't want public officials furthermore conducting themselves in a corrupt way where their motive and intent in going around the lawful processes is so that they can feather their own nests and obtain a monetary or other advantage for themselves or someone else."

HOW THIS MATTER GOT TO THE DISTRICT ATTORNEY

As indicated, a complete understanding of Mr. Ambra's misconduct in office requires an understanding of his use of anger or outbursts of temper to secure the results he desired; the misuse of City funds; the directing of City staff; demands for special treatment; and efforts to realize a personal financial benefit. Once reported to the District Attorney, the District Attorney investigated the matter and determined the scope of the investigation, the relevant evidence, and the charges to be alleged.

The City also never requested punishment of Mr. Ambra. District Attorney George Kennedy is the chief law enforcement official of the County and has independent jurisdiction to determine whether a crime/misconduct has been committed. When the District Attorney makes such a determination, he can then determine how best to resolve the matter.

I visited the Santa Clara County District Attorney, Mr. George Kennedy, at 10 a.m. on Friday, June 22, 2001, accompanied by our then Police Chief, Michael Maehler. The meeting had been scheduled the day before and lasted approximately thirty (30) minutes. The purpose of the meeting was to ask the District Attorney to evaluate whether or not Mr. Ambra's conduct was, in fact, illegal and whether or not the District Attorney could help. The District Attorney assigned Senior Investigator (Captain) Joseph Brockman (San Jose Police Department, Retired) and Special Assistant District Attorney William Larsen, head of the Government Integrity unit, to the case.

The primary reason for contacting the District Attorney in June 2001 was that even though staff had been somewhat successful in thwarting Mr. Ambra's illegal behavior, he was relentless in his efforts to kill the newly proposed development project (the 12,000 sq. ft. office/R&D project) next to his home and to have the City help him acquire the property. Being unable to stop him, and after he violated both my advice and direction not to engage the City Manager in the discussion about killing the office/R&D project, the City Manager and I concluded that we could not be successful in protecting the community, the staff, and the project applicant from his illegal attempts to influence the process.

MISUSE OF PUBLIC FUNDS

The City has a policy for reimbursing councilmembers for expenses. The policy provides that in cases where interpretation is needed about whether or not an expense is reimbursable, the mayor can make the interpretation. In our wildest fantasies we never thought a mayor would make that interpretation for their own expenses. The major categories of misconduct with regard to City finances are as follows:

1. Airline Tickets for Elizabeth Ambra

The City provides purchasing cards, similar to credit cards, to City Council members which can only be used for City business purposes. On two occasions, the Mayor charged airline tickets for his wife's private travel on the City purchasing card he was provided. Copies of the debit card bills showing travel for Elizabeth Ambra are attached as Exhibit F).

Mr. Ambra has stated in his letter to the editor of The Voice that the City was completely reimbursed for the airline tickets and that the City received not only reimbursement, but two flight credits. The tickets were inappropriately charged in January 2001 and again in May, 2001 and paid for by the City in the month following the charges. City staff members repeatedly tried to secure reimbursement from Mr. Ambra for the charges

identified on the purchasing card billing statements as belonging to his wife. The Ambras declined to pay and the City was only reimbursed after the Grand Jury issued its accusation, on November 15, 2001, and the matter became public, many months after the City paid for the airline tickets. City staff does not know what Mr. Ambra is referring to in his letter to the Voice when he states that two flight credits have been received by the City. There is no record of the City ever receiving such credits.

In his letter to the Voice, Mr. Ambra also states it is common practice for Council members to use their purchasing cards for private purposes and subsequently reimburse the City. The City has never had such a practice and Council members are very careful to use their City provided purchasing cards exclusively for City business.

2. Meals for Elizabeth Ambra

He charged meals for his wife while on City travel with him. The policy does not allow meals for spouses or companions. Reimbursement was requested. No reimbursement has been received.

3. Tuxedo Purchase

Mr. Ambra purchased clothing, a tuxedo, and demanded reimbursement. He aggressively intimidated the Finance and Administrative Services Director and made the policy interpretation to reimburse himself for \$500 of the cost of the \$750 tuxedo from what is known as "management development funds."

The purpose of management development funds is set forth in Section 3.2 of the City of Mountain View Administrative Instructions Manual. It provides that the purposes are as follows:

To encourage and assist the professional and personal development of management/professional personnel by providing an annual allowance each fiscal year of up to \$500 (for management employees)...to be expended on training; professional conferences; memberships; office automation tools such as computer terminals, printers, modems, fax machines and copiers and other items relating to personal and professional development.

The authority to interpret the Council expense policy (Policy No. A-2) does not extend to the Management Development Policy (No. 3-2). The tuxedo reimbursement was not a computer or a conference and was outside the parameters of the policy. Furthermore, policy interpretations would be directed to the city manager, not the mayor. Clearly, in this case he "participated in a governmental decision" within the meaning of Political Reform Act and, perhaps, violated Government Code Section 1090.

4. The Fire Hydrant

A City fire hydrant was destroyed in a car accident by Mr. Ambra's stepson. The cost of the fire hydrant was approximately \$900 and the City has still not received reimbursement from Mr. Ambra or his stepson. When Mr. Ambra's stepson was billed for the fire hydrant, Mr. Ambra called the City Manager and then called the City Attorney. In my conversation with Mr. Ambra, he screamed at me that he would not pay it, that no court would require him to pay it, and then he would have the City Manager fired for trying to send him a bill eleven months after the accident.

Following standard procedure, this matter has been referred to a collection agency.

5. Cell Phone Bills

Mr. Ambra regularly submitted cell phone bills for reimbursement which were significantly higher (three to four times) than those of other Councilmembers and would argue that all calls were "City business." There was no correlation to actual City business and the vast number of calls.

THE UNIQUENESS OF AMBRA'S CONDUCT

Part of the unfortunate "spin" to come out of the Ambra defense strategy before the trial and after his conviction was that he was convicted on a mere technicality because he was unpopular at City Hall for trying to vigorously represent the interest of Mountain View residents against the City bureaucracy. An additional element of this spin is that other councilmembers did the same, but were not targeted by the City Manager, City Attorney or the District Attorney. This is fiction.

If these contentions were true, it would have been a very simple matter for Mr. Ambra to take the witness stand or for Mr. Ambra's defense counsel to call current or former City staff members or current or former City councilmembers to establish the disparate treatment of Mr. Ambra.

Education of Incoming Councilmembers - Incoming Councilmembers are briefed personally and as a group on the division of power which the voters in this City made when they adopted the Charter in 1951. Moreover, this is a topic of considerable discussion and inquiry among existing and new Councilmembers when a newly formed Council sits down for goalsetting and teambuilding sessions. In both the trial and in the media, Mr. Ambra took the position that when he was first elected in 1996, he was one of two councilmembers who raised the issue of the proper relationship between councilmembers and staff below the rank of City Manager. It is true that two incoming councilmembers did start a dialogue on this subject in 1997 when Mr. Ambra was first elected, however, Mr. Ambra was not one of those two councilmembers.

The two who raised this issue were Councilmember Stasek and then-Councilmember Noe who, when advised by existing Councilmembers that the best practice is to funnel all contacts through the City Manager, were concerned about the scope of the limitation. Councilmember Noe and Councilmember Stasek were more interested in their ability to make inquiries to staff or to listen to staff if staff came to them directly with a complaint or question. At no time did Ms. Stasek or Ms. Noe question the integrity of the Charter provision or its clear division of power.

Moreover, the Council continues to endorse this division and did so expressly at their Spring 2001 teambuilding sessions where all acknowledged that it is best to go through the City Manager. These sessions preceded Mr. Ambra's actions in June 2001 relative to the office building.

Unprecedented Conduct - Finally, the "spin" referenced above does a disservice to all councilmembers who have served the residents of Mountain View. Mr. Ambra's conduct was unprecedented in kind and degree. Occasionally a councilmember will make contacts with staff for the purpose of inquiry and in that context offer an opinion. Anything past an inquiry is typically referred to the city manager. If the city manager has any concerns, a discussion ensues between the city manager or city attorney and that councilmember. There has never been a need for a complaint against a councilmember or for corrective action to be taken, in my tenure with the City.

Finally, the City Manager and this writer cannot recall any contacts by councilmembers and/or direction given to City staff where the goal by the councilmember is personal financial gain. The pure number of attempts, perhaps one hundred or more, which Mr. Ambra made in trying to get City staff to increase his financial holdings, does a disservice to other councilmembers by attempting to paint them with that brush.

CONCLUSION

This memorandum has tried to provide the reader with an orderly accounting of some of the problems which led to the removal of Mr. Ambra from his office as a city councilperson. It has attempted to do this with a minimum of opinion and innuendo and by drawing, as much as possible, from matters in the public record. Mr. Ambra's case was reviewed by an eighteen member Grand Jury and by a twelve member trial jury both of which supported the accusations.

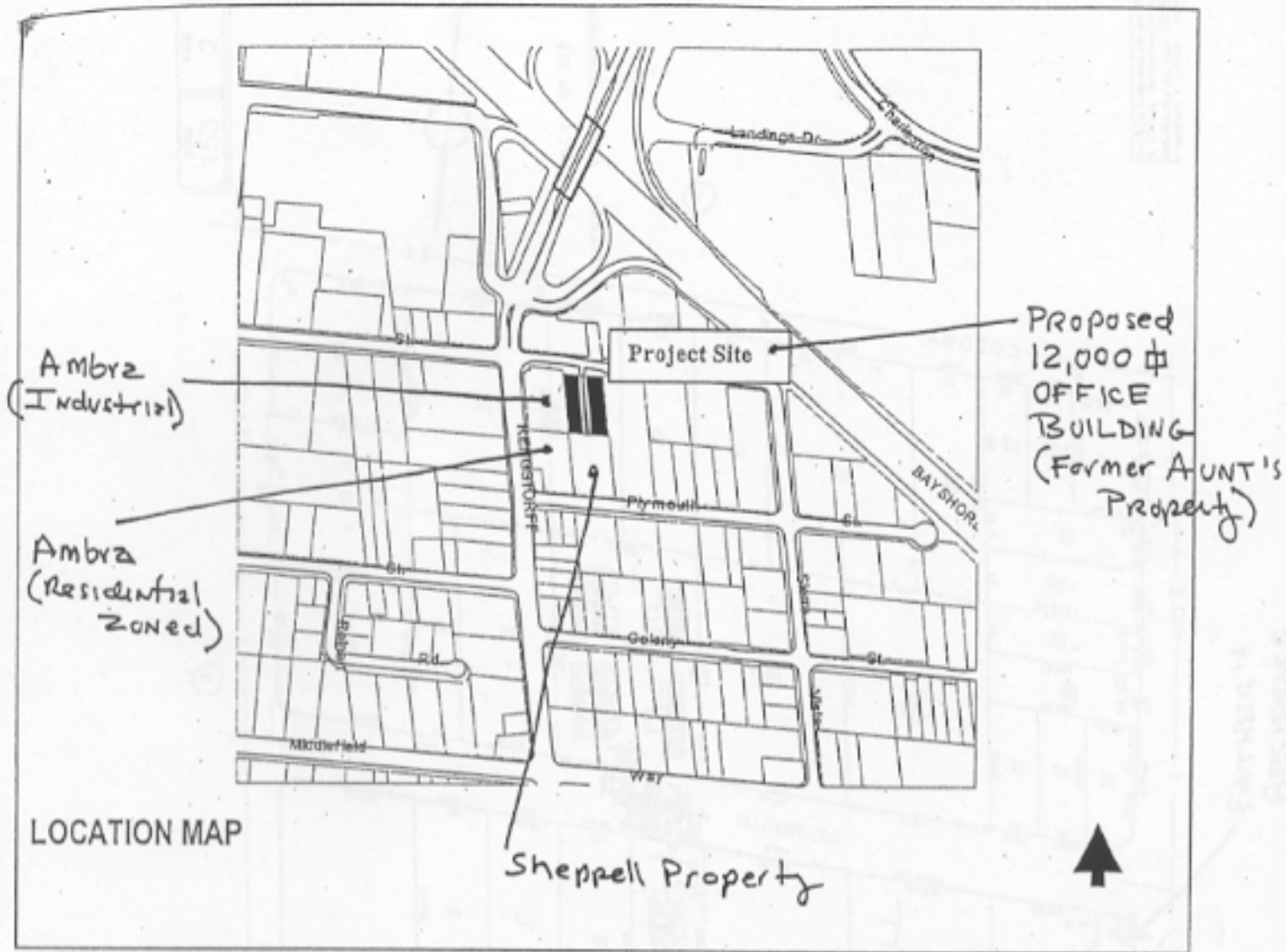
Although the District Attorney could have sought criminal charges or sought to reform Mr. Ambra's conduct through other civil means, he concluded that the relentless actions on Mr. Ambra's part and the failure of those actions to subside after notice and warning required his removal from public office. Removal of an official elected by the voters is rarely employed; it may occur once every twenty years and therefore is not cavalier nor is to be compared with any other trivial actions that Mr. Ambra tries to compare to his actions in his effort to deflect from the profound nature of the jury's verdict.

More importantly, the Mountain View City Council and City staff had little to do with the choices made in this case, and in particular, the decision to remove him from office. Of particular note is the fact that in the five (5) months from when the matter was reported to the District Attorney (June 22, 2001), to the date the District Attorney issued a press release announcing the charges (November 19, 2001), neither staff nor Councilmembers made public statements about the investigation, politicized the matter, or treated Mr. Ambra differently, based on the matter under investigation. This was never about politics or control; it was directly related to what the independent investigation by the District Attorney confirmed: misconduct in office by Mr. Ambra.

Finally, other than one letter to the editor purportedly written by Mr. Ambra and the trial posturing through his defense counsel, Mr. Ambra has never spoken to the public in an open debate on this matter nor offered any evidence to dispute the facts as stated.

Michael D. Martello
City Attorney

cc: CM, CC, ACM, DCM, Dept. Heads



Owner : Ambra Sarah Trustee et Al
 CoOwner :
 Site : 2019 Leghorn St Mountain View 94043
 Mail : 2019 Leghorn St Mountain View Ca 94043
 Xfered : 08/09/1993 Doc # : 12040175
 Price : Deed :
 LoanAmt : Loan :
 Lender :
 VestTyp : IntTy :
 LandUse : 04 Res, 5 Or More Family Units
 Zoning : Mm40
 SubPlat :
 Legal :
 Census : Tract: 5093.04 Block: 1
 MapGrid : 811 G1

Parcel : 153 02 001
 Bldg Id : 1
 Land : \$55,007
 Struct : \$60,716
 Other :
 Total : \$115,723
 %Imprvd : 52
 % Owned : 100
 Exempt : \$7,000
 Type : Homeowners
 TaxArea : 05018
 00-01 Tx : \$1,461.26
Phone
 Owner : 650-967-6803
 Tenant :

Total Rms :	Bldg SF : 5,250	Units :	5	Year Built :	1950
Bedrooms :	Lot SF : 35,100	Patio :	No	EffYearBlt :	1950
Bathrooms :	Lot Acres : .81	Porch :		Garage Sp :	11
Stories :	Lot Dimen: 150x234	Elevator :	No	Garage SF :	
Dining Rm :	CntlHt/AC: No	Lease SF :	5,250	Bldg Cond :	5.5
Family Rm :	Pool : No	Office SF :		Bldg Class :	5.5
Rec Room :	Fireplace: No	Sprinkler :		Bldg Shape :	L-Shape

-----: MetroScan / Santa Clara -----

Owner : Ambra Concetto L Trustee
 CoOwner :
 Site : 987 N Rengstorff Ave Mountain View 94043
 Mail : 901 N Rengstorff Ave Mountain View Ca 94043
 Xfered : 02/27/1990 Doc # : 10436363
 Price : Deed :
 LoanAmt : Loan :
 Lender :
 VestTyp : IntTy :
 LandUse : 20 Mfg, Food And Kindred Products
 Zoning : Mm40
 SubPlat : Sierra Vista Add
 Legal :
 Census : Tract: 5093.04 Block: 1
 MapGrid : 811 G1

Parcel : 153 02 041
 Bldg Id : 1
 Land : \$62,145
 Struct : \$1,190
 Other :
 Total : \$63,335
 %Imprvd : 2
 % Owned :
 Exempt :
 Type :
 TaxArea : 05018
 00-01 Tx : \$1,026.88
Phone
 Owner : 650-967-5373
 Tenant :

Total Rms :	Bldg SF :	Units :		Year Built :	1930
Bedrooms :	Lot SF : 35,424	Patio :		EffYearBlt :	1930
Bathrooms :	Lot Acres : .81	Porch :		Garage Sp :	
Stories :	Lot Dimen: 144x246	Elevator :	No	Garage SF :	
Dining Rm :	CntlHt/AC: No	Lease SF :		Bldg Cond :	
Family Rm :	Pool :	Office SF :		Bldg Class :	
Rec Room :	Fireplace:	Sprinkler:	No	Bldg Shape :	

EXHIBIT B

CITY OF MOUNTAIN VIEW
MEMORANDUM

DATE: June 21, 2001
TO: Members of the City Council
FROM: Sally J. Lieber, Vice Mayor
SUBJECT: Councilmember Conduct

I have been advised by the City Attorney that an issue has arisen involving a Councilmember's interaction with staff. The circumstance involves contacting staff members in an attempt to influence staff's evaluation of a development proposal on property located adjacent to property owned by the Councilmember. Because these actions may involve the violation of one or more state laws, the City Attorney will be consulting the Santa Clara County District Attorney before taking any further action or bringing this matter before the City Council.

If you have any questions regarding this matter, you may contact the City Attorney.


Sally J. Lieber
Vice Mayor

CITY OF MOUNTAIN VIEW
MEMORANDUM

June 21, 2001

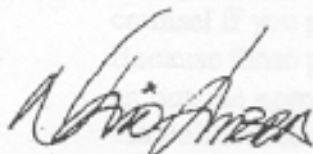
To: Fellow Councilmembers

From: Mayor Mario Ambra

I received a memo from Vice Mayor Sally Lieber about a unidentified member of the City Council who, she says, attempted to influence staff about a project. Her memo says that our City Attorney, Michael Martello, is going to consult the DA because there may have been "a violation of one or more state laws."

Maybe the Vice Mayor is talking about someone else, but I will say that I contacted Mike Martello earlier today who told me that I could talk to staff, like any other citizen, about the proposed development of property near me. I then did so to get information and provide input.

Naturally, I did not tell staff members what to do.



Mario Ambra

CITY OF MOUNTAIN VIEW
MEMORANDUM

DATE: June 22, 2001

TO: Mario Ambra, Mayor

FROM: Michael D. Martello, City Attorney

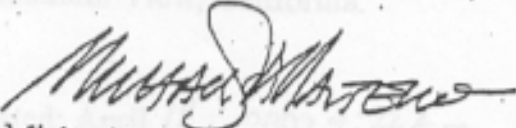
SUBJECT: ISSUES SURROUNDING VICE MAYOR LIEBER'S MEMORANDUM
TO YOU OF JUNE 21, 2001

It was with both personal and professional regret that I found it necessary to set into motion the events that led to the memorandum you received from Vice Mayor Lieber, referenced above. The issue directly concerns the pressure you brought to bear on members of the City staff, including the City Manager and City Attorney, relative to your interest in acquiring the parcel of property adjacent to your property. The purpose of this memo is to set forth our view as to how that particular issue will be addressed in the immediate future and how City staff will continue to assist you in your role as councilmember and Mayor.

First, you should not discuss issues related to the investigation directly or indirectly with any City staff member, including the City Attorney or City Manager and they will not discuss same with you. Secondly, it is important that you consider securing your own legal counsel with regard to these issues. Thirdly, with regard to the scheduled completion of the City Manager and City Attorney employment evaluations (June 27, 2001), it will be important for you to seek the advice of your own independent legal counsel if you plan to participate in the closed sessions relative to those evaluations. Because those positions are principally involved in the investigation being conducted by an outside agency, you may have a conflict of interest under various state laws, including the Political Reform Act and the common law doctrine of conflict of interest.

Finally, it is important that I as City Attorney and Kevin Duggan, City Manager remain available to help you in your continuing role as member of the City Council. To that end, both the City Manager and I, as well as other members of the staff, will continue to assist you in the same professional manner as you fulfill your obligations to the residents of Mountain View, subject of course, to the above-stated limitations.

If you have any questions with regard to the above, except as stated, please do not hesitate to contact me.


Michael D. Martello
City Attorney

cc: City Council, City Manager

(ENDORSED)
FILE

APR 18 2002

KIRI TORRE
Chief Executive Officer/Clerk
Superior Court of Santa Clara
BY **DELAVERA** DEPUTY

1 GEORGE KENNEDY, DISTRICT ATTORNEY

2 Bar Membership No. 52527

3 William W. Larsen, Assistant District Attorney

4 Bar Membership No. 37560

5 County Government Center, West Wing

6 70 West Hedding Street, 5th Floor

7 San Jose, California 95110

8 Telephone: (408) 792-2703

9 Attorneys for the People.

10 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

11 THE PEOPLE OF THE STATE OF CALIFORNIA,

12 Plaintiff,

13 vs.

14 NO. 210676

15 **JUDGMENT OF
REMOVAL**

16 (Gov. Code, § 3072)

17 MARIO LOUIE AMBRA,

18 Defendant.

19 The defendant, MARIO LOUIE AMBRA, having been convicted by jury on April
20 11, 2002, of violating Government Code, § 3060, upon a verdict of guilty that he committed
21 knowing and willful misconduct in office by violating Mountain View City Charter sections
22 607/1604 and the judgment having been entered upon the minutes;

23 IT IS HEREBY ADJUDGED AND ORDERED that the defendant, MARIO
24 LOUIE AMBRA, is forthwith removed from the Office of Councilperson for the City of
25 Mountain View, California.

26 Dated: April 18, 2002, 9:22 A.m.

JOHN F. HERLIHY

John F. Herlihy, Superior Court Judge

EXHIBIT C

(ENDORSED)

2001 NOV -1 PM 12:25

CHIEF CLERK
SUPERIOR COURT
COUNTY OF SANTA CLARA
BY *[Signature]* CLERK
OF THE COURT

GEORGE KENNEDY, DISTRICT ATTORNEY
Bar Membership No. 52527
William W. Larsen, Assistant District Attorney
Bar Membership No. 37560
County Government Center, West Wing
70 West Hedding Street, 5th Floor
San Jose, California 95110
Telephone: (408) 792-2703
Attorneys for the People.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

NO. 210676

MARIO LOUIE AMBRA

Defendant.

NOTICE TO APPEAR
TO ANSWER ACCUSATION
(Government Code, § 3063)

NOTICE IS HEREBY GIVEN, pursuant to Government Code, § 3063, a copy of an accusation against MARIO LOUIE AMBRA by the Santa Clara County Grand Jury, dated October 30, 2001, alleging knowing, willful and corrupt misconduct in office, in violation of Government Code, § 3060, having been served upon MARIO LOUIE AMBRA on November 1, 2001, HE IS NOW REQUIRED TO APPEAR on NOVEMBER 19, 2001, at 1:30 p.m. in the Superior Court of Santa Clara County, Hall of Justice, Department 24, 190 W. Hedding Street, San Jose, California, to answer the accusation.

Dated: November 1, 2001.

[Signature: William W. Larsen]
William W. Larsen
Special Assistant District Attorney

1 GEORGE KENNEDY, DISTRICT ATTORNEY
2 Bar Membership No. 52527
3 William W. Larsen, Assistant District Attorney
4 Bar Membership No. 37560
5 County Government Center, West Wing
6 70 West Hedding Street, 5th Floor
7 San Jose, California 95110
8 Telephone: (408) 792-2703
9 Attorneys for the People.

(ENDORSED)
2001 NOV -1 PM 12:25
CLERK
DEPUTY
COUNTY
SUPERIOR
CHIEF CLERK
FY

10 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

11 THE PEOPLE OF THE STATE OF CALIFORNIA,

12 Plaintiff,

13 vs.

NO. 210676

14 ACCUSATION

(Gov. Code, § 3060)

15 MARIO LOUIE AMBRA,

16 Defendant.

17
18 The Grand Jury of the County of Santa Clara, State of California, hereby accuses
19 MARIO LOUIE AMBRA, a duly elected and acting councilperson for the City of Mountain
20 View, in the County of Santa Clara, California, of knowing, willful and corrupt misconduct
21 in office, in violation of Government Code section 3060, committed as follows:

22 COUNT ONE

23 That on or about and between April 1, 1997 and August 5, 1999, the said MARIO
24 LOUIE AMBRA, a duly elected and acting councilperson for the City of Mountain View, in
25 the County of Santa Clara, California, did knowingly, willfully and corruptly attempted to
26

1 use his official position, as said councilperson, to influence a governmental decision in which
2 he knew and had reason to know he had a financial interest, in violation of Government Code
3 sections 87100/91000, to wit: Urging City of Mountain View officers and employees,
4 including City Attorney Michael Martello, City Manager Kevin Duggan, and Senior
5 Assistant City Attorney Jannie Quinn, to conduct city code violation enforcement
6 proceedings regarding the premises located at 2060-2066 Plymouth Street, Mountain View,
7 California.

8 9 COUNT TWO

10 That on or about and between June 1, 2000 and September 30, 2000, the said
11 MARIO LOUIE AMBRA, a duly elected and acting councilperson for the City of Mountain
12 View, in the County of Santa Clara, California, did knowingly, willfully and corruptly
13 attempted to use his official position, as said councilperson, to influence a governmental
14 decision in which he knew and had reason to know he had a financial interest, in violation of
15 Government Code sections 87100/91000, to wit: Demanding, directing, and urging City of
16 Mountain View officers and employees, including City Attorney Michael Martello, City
17 Manager Kevin Duggan, and Zoning Administrator Whitney McNair, to cause an application
18 with the City of Mountain View for a tow yard to be permitted on the property located at
19 2019-2025 Leghorn Street, Mountain View, California, to be denied.

20 COUNT THREE

21 That on or about and between June 1, 2001 and September 25, 2001, the said
22 MARIO LOUIE AMBRA, a duly elected and acting councilperson for the City of Mountain
23 View, in the County of Santa Clara, California, did knowingly, willfully and corruptly
24 attempted to use his official position, as said councilperson, to influence a governmental
25 decision in which he knew and had reason to know he had a financial interest, in violation of
26

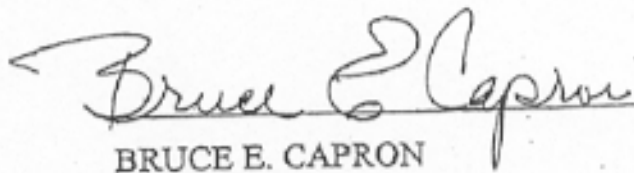
1 Government Code sections 87100/91000, to wit: Demanding, directing, and urging City of
2 Mountain View officers and employees, including City Attorney Michael Martello, City
3 Manager Kevin Duggan, Principal Planner Michael Percy, and Acting Zoning Administrator
4 Mary Fulford to cause an application with the City of Mountain View for a development
5 review permit and conditional use permit for a 12,000 square foot research and
6 development/office building to be located at 2019-2025 Leghorn Street, Mountain View,
7 California, to be denied.

8
9 **COUNT FOUR**

10 That on or about and between April 1, 1997 and September 25, 2001, the said
11 MARIO LOUIE AMBRA, a duly elected and acting councilperson for the City of Mountain
12 View, in the County of Santa Clara, California, did knowingly, and willfully interfere with
13 the execution by the Mountain View City Manager of the manager's powers and duties, and
14 ordered directly and indirectly, the removal of the Mountain View City Manager and the City
15 of Mountain View Planning Director and failed to deal with the city's administrative service
16 solely through the city manager and gave orders to subordinates of the city manager, in
17 violation of Mountain View City Charter sections 607/1604.

18 Presented this 30th day of October, 2001, by the Grand Jury, at least 12 grand jurors
19 concurring therein.

20
21
22 Dated: October 30, 2001

23 
24 BRUCE E. CAPRON
25 FOREPERSON
26

**NAMES OF WITNESSES EXAMINED BY THE GRAND JURY
ON THE PRESENTMENT OF THE FOREGOING ACCUSATION**

1. ANGEE SALVADOR
2. RONALD GEARY
3. KEVIN DUGGAN
4. MICHAEL MARTELLO
5. JANNIE QUINN
6. MICHAEL PERCY
7. MARY FULFORD
8. WHITNEY McNAIR
9. WILLIAM JOSEPH BROCKMAN

The Family Trust

A copy of the family trust, as we know it to exist, is attached. The trust provides the maker of the trust, Concetto Ambra, with all powers and names Concetto as the trustee. The trust, however provides that if Concetto ever ceases to act as trustee, the children, Mario and his sister, Cathy Ann Ambra, will step in and act as trustee (Trust, Article 11).

A copy of Mr. Ambra's Form 700 for 2001 is also attached. Mr. Ambra completed this form with the assistance of outside counsel from the law firm of Olson, Hagel, Waters and Fishburn, in particular Robert Leidigh and Gene Hill. In conversation with Mr. Leidigh, he indicated that his assistance was based on information given to him orally by Mr. Ambra and not on any independent scrutiny of the trust. The fact that the Form 700 was filled out as it was, after consulting with outside counsel, indicates that Mr. Ambra advised counsel that he believed that he had a financial interest in the property.

Mr. Ambra's Representations As to the Trust

On his Form 700 and in countless interactions with City staff and others, Mr. Ambra maintained that the property upon which he and his family lived was his property; he often referred to his father's property, but was quick to indicate that he (Mario) had complete control of the property (including the right to sell/develop) and that his father was involved only with respect to the small parcel occupied by his father's residence.

On June 18, 2001, immediately prior to my reporting this matter to the District Attorney, Mr. Ambra asked me whether he could attend a public hearing for the proposed office building on the aunt's property. To ascertain whether or not he was entitled under Section 18702.4 to attend the public hearing, I questioned him to confirm that he indeed owned the "Ambra" property. Having never reviewed his Form 700, and based on the dozens and dozens of representations he had made to me (and others) that he owned the property, I was surprised to learn the property was held in trust. Questioning him further, he indicated that he was the trustee and, in fact, controlled the trust and could do anything he wanted with the trust property. I therefore gave him the advice that on June 21 he could attend the public hearing, provided he not identify himself as a Councilmember and participated only as a member of the public.¹

¹ Mr. Ambra did not attend that hearing; rather, after the hearing ended and the public cleared out, he went into the hearing room and sat down with the staff who conducted the hearing, sharing his views and his requests (e.g., property assemblage). See Exhibit F.

TRUST AGREEMENT

ARTICLE ONE

CONCETTO L. AMBRA (called the trustee) declares that CONCETTO L. AMBRA (called the settlor) has transferred and delivered to the trustee, without consideration, the property described in Schedule A attached to this instrument.

ARTICLE TWO

All property subject to this instrument from time to time including the property listed in Schedule A is referred to as the trust estate and shall be held, administered, and distributed according to this instrument.

ARTICLE THREE

A. The trustee shall pay to or apply for the benefit of the settlor as much of the trust estate as the settlor demands in quarter annual or more frequent installments and shall accumulate and add to principal any undistributed net income.

B. If the trustee considers the net income of the trust estate insufficient to provide for the settlor's proper health, education, support and maintenance in accordance with the standard of living the settlor enjoys at the date of this instrument the trustee shall pay to or apply for the settlor's benefit as much of the principal of the trust estate, up to and including the whole of this trust, as is necessary in the

trustee's discretion for these purposes.

If at any time, either in the trustee's discretion as certified in writing by two licensed physicians not related by blood or marriage to the settlor or to any beneficiary of this trust, the settlor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him incompetent or mentally ill or has appointed a conservator, the trustee shall apply for the settlor's benefit the amounts of net income and principal necessary in the trustee's discretion or desirable for the settlor's health, support and maintenance until the certification in writing by two licensed physicians not related by blood or marriage to the settlor or to any beneficiary of this trust that the incapacity is removed and the settlor is again able to manage his own affairs. Any income in excess of the amounts so applied for the settlor's benefit shall be added to principal.

If a conservator of the person or estate is appointed for the settlor, the trustee shall take into account any payments made for the settlor's benefit by the conservator.

ARTICLE FOUR

A. Upon the settlor's death the trustee may in the trustee's discretion pay out of the principal of the trust estate the settlor's debts outstanding at the time of his death and not barred by the statute of limitations, Statute of Frauds, or any other provision of law; last-illness and funeral expenses; attorneys' fees; and estate taxes, including interest

and penalties arising on the settlor's death.

B(1). On the settlor's death the trustee shall distribute the remaining assets, other than real estate situated in Mountain View, California, to the settlor's issue, by right of representation.

B(2). All real estate owned by the trust in the City of Mountain View, California shall continue to be held in trust and the trustee shall pay to or apply for the benefit of the settlor's children, in equal shares (or, in the event either of them is not alive, to the issue of the deceased child by right of representation) all of the net income of the trust. Said property, in the discretion of the trustee, may be retained in trust or managed and/or disposed of as set forth in ARTICLE SEVEN H of this trust.

B(3). Upon the death of the survivor of the settlor's two children, the trustee shall distribute all remaining trust assets to the settlor's issue, by right of representation. The settlor hereby gives a limited power of appointment to each of his two children, exercisable by them in their respective wills, to appoint a charitable organization described in Section 170(c) of the Internal Revenue Code to receive one-half of the said remaining trust assets in the event there are no such issue then alive. Said limited powers of appointment shall be exercised through the use of language substantially similar to the following: "In the event that upon the death of the survivor of myself and my sister/brother there

are no living issue of our parents, I designate [identity of qualifying charitable organization] to receive one-half of said remaining assets". In the event either of the settlor's children fail to exercise said limited power of appointment in such manner, all of the said remaining trust assets shall be distributed to the charity identified in the exercise of appointment of the other child. If neither of said children exercise his or her limited power of appointment, said remaining trust assets shall be distributed to the American Cancer Research Foundation, Oakland, California.

ARTICLE FIVE

A. The settlor may at any time revoke this instrument in whole or in part by a written instrument. If the settlor revokes this instrument, the trustee shall deliver promptly to the settlor or his designee all or the designated portion of the trust assets. If the settlor revokes this instrument entirely or with respect to a major portion of the assets subject to the instrument, the trustee shall be entitled to retain sufficient assets reasonably to secure payment of liabilities the trustee has lawfully incurred in administering the trust, including trustee's fees that have been earned, unless the settlor shall indemnify the trustee against loss or expense.

B. The settlor may at any time amend any terms of this trust by written instrument signed by the settlor. No amendment shall substantially increase the trustee's duties or

liabilities or change the trustee's compensation without the trustee's consent, nor shall the trustee be obligated to act under such an amendment unless the trustee accepts it. If a trustee is removed as a result of refusal to accept an amendment, the settlor shall pay to the trustee any sums due and shall indemnify the trustee against liability the trustee has lawfully incurred in administering the trust.

ARTICLE SIX

Probate Code §17200 or any successor or substitute provisions of that code authorizing optional probate court jurisdiction over living trusts hereby are made expressly applicable to all trusts herein.

ARTICLE SEVEN

To carry out the provisions of the trusts created by this instrument, the trustee shall have the following powers besides those now or later conferred by law:

A. To invest and reinvest all or any part of the trust estate in any common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, or other property the trustee in the trustee's discretion selects. The trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up stock dividend, or other like occurrence) any securities or other property the trustee may at any time acquire under this trust, it being the settlor's

express desire and intention that the trustee shall have full power to invest and reinvest the trust funds without being restricted to forms of investment that the trustee may otherwise be permitted to make by law; and the investments need not be diversified, provided, however, the aggregate return of all investments of the trust from time to time shall be reasonable in light of then existing circumstances.

B. To continue to hold any property and to operate at the risk of the trust estate any business that the trustee receives or acquires under the trust as long as the trustee considers advisable.

C. To purchase bonds and to pay any premiums connected with the purchase that the trustee in the trustee's discretion considers advisable, provided, however, each premium is repaid periodically to principal from the interest on the bond in a reasonable manner as the trustee determines and, to the extent necessary, from the proceeds on the sale or other disposition of the bond.

D. To purchase bonds at a discount as the trustee in the trustee's discretion considers advisable. If, however, the trustee determines in the trustee's discretion that the current yield on the bonds is materially less than the rate of return that the trust could otherwise obtain with equivalent safety, all or a portion of the discount shall be credited periodically to income of the trust in a reasonable manner as the trustee determines and, to the extent necessary, paid from the proceeds

on the sale or other disposition of the bond or from principal.

E. To retain, purchase, or otherwise acquire unproductive property.

F. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to deposit securities with and transfer title to any protective or other committee on any terms the trustee considers advisable; and to exercise or sell stock subscription or conversion rights.

G. To hold securities or other property in the trustee's name as trustee under this trust, in the trustee's own name or in a nominee's name, or to hold securities unregistered in such conditions that ownership will pass by delivery.

H. To manage, control, grant options on, sell for cash or on deferred payments, convey, exchange, partition, divide, improve, and repair trust property.

I. To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

J. To lend money to any person, including the probate estate of the settlor, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest.

K. To purchase property at its fair market value, as determined by the trustee in the trustee's discretion, from the probate estate of the settlor.

L. To loan or advance the trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal for those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

M. To take any action and to make any election, in the trustee's discretion, to minimize the tax liabilities of this trust and its beneficiaries. The trustee shall have the power to allocate the benefits among the various beneficiaries, and shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts to compensate for the consequences of any tax election that the trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

N. To borrow money and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of the property in which the trust has an interest, or for a settlor's

debts; to guarantee settlor's debts.

O. To initiate or defend, at the expense of the trust, any litigation relating to the trust or any property of the trust estate the trustee considers advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

P. To carry insurance of the kinds and in the amounts the trustee considers advisable, at the expense of the trust, to protect the trust estate and the trustee personally against any hazard.

Q. To withhold from distribution, in the trustee's discretion, at the time for distribution of any property in this trust, all or any part of the property, if the trustee determines in the trustee's discretion that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise.

R. To purchase in the trustee's discretion at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of the settlor in the amounts the trustee considers advisable. The trustee shall exercise the trustee's discretion and purchase these obligations if the trustee believes that the settlor is in substantial danger of death, and may borrow funds and give security for that purpose. The trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a

larger, even though somewhat excessive amount. The trustee shall not be liable to the settlor, any heir of the settlor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the trustee is directed to pay the federal estate tax due on the settlor's death in an amount not less than the par value plus accrued interest of the obligations that are eligible for redemption to pay the deceased settlor's federal estate taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust estate. The legal representative of the deceased settlor's estate, or if none was appointed, the trustee acting under this instrument, shall select the redemption date of these obligations.

S. To partition, allot, and distribute the trust estate on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee, and to sell any property the trustee considers necessary for division or distribution. In making any division or partial or final distribution of the trust estate, the trustee is not obligated to make a prorata division or to distribute the same assets to beneficiaries similarly situated. The trustee may, in the trustee's discretion, make a nonprorata division between trusts or shares and nonprorata distributions to the beneficiaries if the respective assets allocated to separate

trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value and income tax bases.

ARTICLE EIGHT

A. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. The trustee in the trustee's discretion shall determine any matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act.

B. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the trustee at the termination of any trust created under this instrument shall go to the next beneficiaries of the trust in proportion to their interest in it. This provision shall not apply to income accrued on Treasury bonds redeemed in payment of the settlor's federal estate tax.

C. Among successive beneficiaries of this trust, all taxes and other current expenses shall be deemed to have been paid and charged to the period in which they first became due.

D. The trustee need not physically segregate or divide the various trusts, except when segregation or division is required because one of the trusts terminates, but the trustee

shall keep separate accounts for the different trusts.

ARTICLE NINE

A. Other property acceptable to the trustee may be added to these trusts by any person, by the will or codicil of the settlor, by the proceeds of any life insurance, or other wise.

Unless otherwise specified in this instrument or in any instrument of transfer, any addition to any trust that has been subdivided into multiple trusts shall augment proportionately the trusts into which such trust has been divided.

Any addition to a trust that at such time has been wholly distributed shall be distributed to the beneficiary of such trust or, if he or she shall not be living, to his or her then-living issue, on the principle of representation. Any addition to a trust over which a power of appointment has been exercised shall be held in a separate trust or distributed as if the power had not been exercised, unless the instrument exercising that power specifies the manner in which a subsequent addition to the trust shall be distributed.

B. Unless the trustee has received actual written notice of the occurrence of an event affecting the beneficial interests of this trust, the trustee shall not be liable to any beneficiary of this trust for distribution made as though the event had not occurred.

C. Unless terminated earlier in accordance with other provisions of this instrument, all trusts created under this

instrument shall terminate 21 years after the death of the last survivor of settlor's issue living on the date of the death of the settlor. The principal and undistributed income of a terminated trust shall be distributed to the income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are then entitled or authorized, in the trustee's discretion, to receive trust payments.

D. No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

E. Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include vocational school, college, and postgraduate study if in the trustee's discretion it is pursued to advantage by the beneficiary at an institution of the beneficiary's choice. In determining payments to be made to the beneficiary for education, the trustee shall consider the beneficiary's reasonable related living and traveling expenses.

F. In this instrument, the term "issue" refers to lineal descendants of all degrees, and the terms "child", "children," and "issue" include adopted children who were minors

at the date of adoption. The terms "issue", "child," and "children" include a child born out of wedlock if a parent-child relationship existed between the child and his or her deceased parent, determined under California law.

G. Except as otherwise provided in this instrument, the settlor has intentionally and with full knowledge failed to provide for his heirs. If any beneficiary under this trust, singly or in conjunction with any other person or persons, contests in any court the validity of this trust or of a deceased settlor's last will or seeks to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such will or any of its provisions is void, or seeks otherwise to void, nullify, or set aside this trust or any of its provisions, then that person's right to take any interest given to him or her by this trust shall be determined as it would have been determined if the person had predeceased the execution of this declaration of trust without surviving issue. The provisions of this paragraph shall not apply to any disclaimer by any person of any benefit under this trust or under any will.

ARTICLE TEN

The trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

H. Except as otherwise specifically provided in this instrument, if any person named herein fails to survive the

settlor for thirty days, for all purposes of this trust, the person shall be considered to have predeceased the settlor.

I. Any beneficiary shall have the right to disclaim all of any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided herein, any interest so disclaimed shall be distributed as if the beneficiary predeceased the settlor. No other interest of the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.

J. Payments to any beneficiary who is a minor or is under any other disability may be made for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the Uniform Transfers to Minors Act, parent, or any other suitable adult with whom the beneficiary shall reside, or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who, in the fiduciaries' judgment, have attained sufficient age and discretion to render it probable that such sums will be properly expended. No bond or other security shall be required of any such payee.

ARTICLE TEN

The trustee shall be entitled to pay itself reasonable compensation from time to time without prior court order. The trustee shall be entitled to reimburse itself for any expenses of the trust that it has paid.

ARTICLE ELEVEN

The trusts created in this instrument may be referred to collectively as THE CONCETTO L. AMBRA 1990 TRUST, and each separate trust created in this instrument may be referred to by adding the name of the beneficiary.

ARTICLE TWELVE

The trustee may resign at any time. If CONCETTO L. AMBRA dies or for any reason fails to qualify or ceases to act as trustee, MARIO AMBRA and CATHY ANN AMBRA shall act as trustee. In the event either of them for any reason fails to qualify or ceases to act as a trustee, the other shall continue to act as sole trustee. In the event both MARIO AMBRA and CATHY ANN AMBRA for any reason fail to qualify or cease to act as trustee, _____ shall act as trustee.

Executed at MT. VIEW, California on

FEBRUARY 1, 1990.

Concetto L. Ambra
CONCETTO L. AMBRA, Trustee

I certify that I have read the foregoing declaration of trust and that it correctly states the terms and conditions

under which the trust estate is to be held, managed, and disposed of by the trustee. I approve the declaration of trust in all particulars and request that the trustee execute it.

Dated: FEB 1 1990

Concetto L. Ambra
CONCETTO L. AMBRA, Settlor

State of California)
County of San Mateo)

On this 1st day of February, 1990,
before me, the undersigned notary public, personally appeared
CONCETTO L. AMBRA, proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within
instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Sharon S. Tedrow
NOTARY PUBLIC

Recorded in the Request of
and when recorded Mail to:

BRYAN JONES, Lawyer
P. O. Box 967
Half Moon Bay, California 94018

Mail Tax Statements to:
Concetto L. Ambra
801 No. Rengstorff Avenue
Mountain View, California 94043

L270 PAGE 1

0436363

REC	3
REG	
INDEX	
FILE	
SEARCH	

FILED FOR RECORD
AT REQUEST OF

ATTORNEY

Feb 27 11 48 AM '90

OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE A. HAY
RECORDER

NO TAX DUE
No consideration and no
transfer tax. This is a
transfer into a revocable
trust, and is also exempt
as a change of ownership
under R&TC 662(d).

BRYAN JONES

GRANT DEED

CONCETTO AMBRA, also known as CONCETTO L. AMBRA does
hereby grant to CONCETTO L. AMBRA as the trustee of the CONCETTO
L. AMBRA 1990 TRUST, executed February 1, 1990, all that real
property situated in the City of Mountain View, County of Santa
Clara, State of California, described as follows:

Lots (48) Forty-eight and (49) Forty-nine, as shown and
delineated upon that certain map entitled "Sierra Vista
Addition No. 3" which map is recorded in the office of
the Recorder of the County of Santa Clara, State of
California, in Book "W" of Maps at page 40.

APN 153-02-019 153-02-041
153-02-040

Dated: February 11, 1990

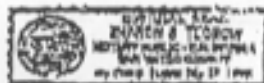
Concetto Ambra
CONCETTO AMBRA

Concetto L. Ambra
CONCETTO L. AMBRA

State of California
County of Santa Clara

On this 11 day of February, 1990, before me, the
undersigned Notary Public, personally appeared CONCETTO AMBRA,
also known as CONCETTO L. AMBRA, proved to me on the basis of
satisfactory evidence to be the person whose name is
subscribed to the within instrument, and acknowledged that he
executed it.

WITNESS my hand and official seal.



Raymond S. Terry
NOTARY PUBLIC

MAIL TAX STATEMENTS AS DIRECTED ABOVE

A Public Document

Please type or print in ink.

RECEIVED
CITY OF MOUNTAIN VIEW

NAME (LAST) (FIRST) (MIDDLE) DAYTIME TELEPHONE NUMBER
Ambra Mario Laurie 01 MAR 28 02:04 2003
MAILING ADDRESS STREET CITY ZIP CODE OPTIONAL: FAX / E-MAIL ADDRESS
987 North Rengstorff Ave. Mountain View, Ca 94033 CITY CLERK
marbambra@aol.com

COVER PAGE

1. Name of Office Sought or Held, Agency or Court (Provide precise name. Do not use acronyms.)

Division, Board, District, if applicable:

Position:

City Council

➔ If Expanded Statement – List agency/position:

(Attach a separate sheet if necessary. Do not use acronyms.

File originally signed statement with each filing official.)

Agency: City of Mountain View

Position Title: City Council

2. Office Jurisdiction (Check one)

- ☐ State
☐ County of _____
☒ City of Mountain View
☐ Multi-County _____
☐ Other _____

3. Type of Statement (Check at least one box)

- ☐ Assuming Office/Initial Date: ____/____/____
☒ Annual (Check one)
☒ The period covered is January 1, 2000, through December 31, 2000.
☐ The period covered is ____/____/____, through December 31, 2000.
☐ Leaving Office Date Left: ____/____/____ (Check one)
☐ The period covered is January 1, 2000, through the date of leaving office.
☐ The period covered is ____/____/____, through the date of leaving office.
☐ Candidate

4. Schedule Summary

(Check applicable schedules or "No reportable interests.")

➔ During the reporting period, did you have any reportable interests to disclose on:

Schedule A-1 ☐ Yes – schedule attached
Investments (Less than 10% Ownership)

Schedule A-2 ☒ Yes – schedule attached
Investments (Greater than 10% Ownership)

Schedule B ☒ Yes – schedule attached
Real Property

Schedule C ☒ Yes – schedule attached
Income & Business Positions (Income Other than Loans, Gifts, and Travel)

Schedule D ☒ Yes – schedule attached
Income – Loans

Schedule E ☐ Yes – schedule attached
Income – Gifts

Schedule F ☐ Yes – schedule attached
Income – Travel Payments

➔ ☐ No reportable interests on any schedule

Total number of pages (including this cover page): 5

5. Verification

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED ON 3/28/2001 (month, day, year)

SIGNATURE [Signature] (File the originally signed statement with your filing official.)

Investments, Income, and Assets of Business Entities/Trusts

(Ownership Interest is 10% or Greater)

CALIFORNIA
2000/2001 FORM 700
 FAIR POLITICAL PRACTICES COMM.

Name

Ambra, Mario

1. BUSINESS ENTITY OR TRUST

Ambra Construction Company
 Name
901 North Rengstorff Ave.
 Address

 Check one ☐ Trust, go to 2 ☒ Business Entity, complete the box, then go to 2
GENERAL DESCRIPTION OF BUSINESS ACTIVITYRental**FAIR MARKET VALUE**

IF APPLICABLE, LIST DATE:

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☒ \$100,001 - \$1,000,000
☐ Over \$1,000,000

____/____/00

ACQUIRED

____/____/00

DISPOSED

NATURE OF INVESTMENT☒ Sole Proprietorship ☐ Partnership ☐ OtherYOUR BUSINESS POSITION owner/operator**2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)**

- ☐ \$0 - \$449 ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☒ \$10,001 - \$100,000 ☐ OVER \$100,000

3. LIST EACH REPORTABLE SOURCE OF INCOME/LOANS OF \$10,000 OR MORE (attach a separate sheet if necessary).**4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD BY THE BUSINESS ENTITY OR TRUST**

Check one box:

☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity or

Street Address or Assessor's Parcel Number of Real Property

Description of Business Activity or

City or Other Precise Location of Real Property

FAIR MARKET VALUE

IF APPLICABLE, LIST DATE:

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

____/____/00

ACQUIRED

____/____/00

DISPOSED

NATURE OF INTEREST☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership☐ Leasehold _____

Yrs. remaining

☐ Other _____**4. (cont.)**

Check one box:

☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity or

Street Address or Assessor's Parcel Number of Real Property

Description of Business Activity or

City or Other Precise Location of Real Property

FAIR MARKET VALUE

IF APPLICABLE, LIST DATE:

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

____/____/00

ACQUIRED

____/____/00

DISPOSED

NATURE OF INTEREST☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership☐ Leasehold _____

Yrs. remaining

☐ Other _____**4. (cont.)**

Check one box:

☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity or

Street Address or Assessor's Parcel Number of Real Property

Description of Business Activity or

City or Other Precise Location of Real Property

FAIR MARKET VALUE

IF APPLICABLE, LIST DATE:

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

____/____/00

ACQUIRED

____/____/00

DISPOSED

NATURE OF INTEREST☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership☐ Leasehold _____

Yrs. remaining

☐ Other _____

Comments: _____

Ambrà, Mario

STREET ADDRESS OR PRECISE LOCATION
901 North Rensselaer Ave

CITY Mountain View

IF APPLICABLE, LIST DATE:

- / /00 / /00
 ACQUIRED DISPOSED

NATURE OF INTEREST

- ☐ Leasehold _____ ☒ Living Trust
Yes, remaining Other

IF RENTAL PROPERTY, GROSS INCOME¹ RECEIVED

- ☐ \$0 - \$449 ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, see the instructions for reporting sources of rental income.

NAME OF LENDER

ADDRESS

BUSINESS ACTIVITY OF LENDER

- ☐ Financial Institution
☐ Other _____

INTEREST RATE

TERM (Months/Years)

_____ % ☐ None

HIGHEST BALANCE DURING REPORTING PERIOD

- | | |
|---|---|
| <input type="checkbox"/> \$500 - \$1,000 | <input type="checkbox"/> \$1,001 - \$10,000 |
| <input type="checkbox"/> \$10,001 - \$100,000 | <input type="checkbox"/> OVER \$100,000 |

- ☐
- Guarantor, if applicable

Check below if another loan is disclosed on Schedule D.

- ☐
- Additional loan – refer to Sch. D.

➤ STREET ADDRESS OR PRECISE LOCATION

STREET ADDRESS OR PRECISE LOCATION
987 North Rensselaer Ave

CITY Mountain View

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☒ Over \$1,000,000

IF APPLICABLE, LIST DATE:

 00 00
 ACQUIRED DISPOSED

NATURE OF INTEREST

- ☐ Leasehold _____ Yrs. remaining ☒ Living Trust Other _____

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

- ☐ \$0 - \$449 ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, see the instructions for reporting sources of rental income.

NAME OF LENDER

ADDRESS

BUSINESS ACTIVITY OF LENDER

- ☐ Financial Institution
☐ Other _____

INTEREST RATE

TERM (Months/Years)

☐ None

HIGHEST BALANCE DURING REPORTING PERIOD

- | | |
|---|---|
| <input type="checkbox"/> \$500 - \$1,000 | <input type="checkbox"/> \$1,001 - \$10,000 |
| <input type="checkbox"/> \$10,001 - \$100,000 | <input type="checkbox"/> OVER \$100,000 |

- ☐
- Guarantor, if applicable

Check below if another loan is disclosed on Schedule D.

- ☐
- Additional loan - refer to Sch. D.

Comments:

Income & Business Positions

(Income Other than Loans, Gifts, and
Travel Payments)

Name

Ambra, Mario

> NAME OF SOURCE

Ambra Construction Company

ADDRESS

901 North Remstorff Ave.

BUSINESS ACTIVITY, IF ANY, OF SOURCE

Rental

YOUR BUSINESS POSITION

owner

GROSS INCOME RECEIVED

☐ \$500 - \$1,000☐ \$1,001 - \$10,000☒ \$10,001 - \$100,000☐ OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

☒ Salary☐ Spouse's income☐ Loan repayment☐ Sale of

(Property, car, boat, etc.)

☐ Commission or☐ Rental income, list each source of \$10,000 or more☐ Other

(Describe)

> NAME OF SOURCE

Fremont Union High School District

ADDRESS

598 Fremont Ave, Sunnyvale

BUSINESS ACTIVITY, IF ANY, OF SOURCE

Adult Education

YOUR BUSINESS POSITION

Educator

GROSS INCOME RECEIVED

☐ \$500 - \$1,000☐ \$1,001 - \$10,000☒ \$10,001 - \$100,000☐ OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

☐ Salary☒ Spouse's income☐ Loan repayment☐ Sale of

(Property, car, boat, etc.)

☐ Commission or☐ Rental income, list each source of \$10,000 or more☐ Other

(Describe)

> NAME OF SOURCE

ADDRESS

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED

☐ \$500 - \$1,000☐ \$1,001 - \$10,000☐ \$10,001 - \$100,000☐ OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

☐ Salary☐ Spouse's income☐ Loan repayment☐ Sale of

(Property, car, boat, etc.)

☐ Commission or☐ Rental income, list each source of \$10,000 or more☐ Other

(Describe)

> NAME OF SOURCE

ADDRESS

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED

☐ \$500 - \$1,000☐ \$1,001 - \$10,000☐ \$10,001 - \$100,000☐ OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

☐ Salary☐ Spouse's income☐ Loan repayment☐ Sale of

(Property, car, boat, etc.)

☐ Commission or☐ Rental income, list each source of \$10,000 or more☐ Other

(Describe)

Comments:

Income - Loans

(Received or Outstanding)

Name

Ambra, Mario

NAME OF LENDER
Golden Bay Federal Credit Union

ADDRESS
1600 North Shoreline Blvd.

BUSINESS ACTIVITY OF LENDER
☒ Financial Institution
☐ Other _____

INTEREST RATE
7.45% ☐ None

TERM (Months/Years)
60 months

HIGHEST BALANCE DURING REPORTING PERIOD
☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☒ \$10,001 - \$100,000 ☐ OVER \$100,000

SECURITY FOR LOAN
☒ None ☐ Automobile ☐ Personal residence
☐ Real Property _____
Street address _____
City _____

☐ Guarantor _____

☐ Other _____
(Describe)

NAME OF LENDER

ADDRESS

BUSINESS ACTIVITY OF LENDER
☐ Financial Institution
☐ Other _____

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000

SECURITY FOR LOAN
☐ None ☐ Automobile ☐ Personal residence
☐ Real Property _____
Street address _____
City _____

☐ Guarantor _____

☐ Other _____
(Describe)

NAME OF LENDER

ADDRESS

BUSINESS ACTIVITY OF LENDER
☐ Financial Institution
☐ Other _____

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000

SECURITY FOR LOAN
☐ None ☐ Automobile ☐ Personal residence
☐ Real Property _____
Street address _____
City _____

☐ Guarantor _____

☐ Other _____
(Describe)

NAME OF LENDER

ADDRESS

BUSINESS ACTIVITY OF LENDER
☐ Financial Institution
☐ Other _____

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000

SECURITY FOR LOAN
☐ None ☐ Automobile ☐ Personal residence
☐ Real Property _____
Street address _____
City _____

☐ Guarantor _____

☐ Other _____
(Describe)

Comments:

Bank of America Purchasing Card Cardholder Activity

Activity Date	06-04-01	
Credit Limit	\$15,000	
Cash Advance Balance	\$00	
Available Credit	\$15,000	Total Activity \$913.81

MARIO AMBRA
CITY OF MOUNTAIN VIEW

Purchasing Card News

Account Number:
5405 8231 9337 6279

Page 1 of 1

CARDHOLDER ACTIVITY					
Posting Date	Sale Date	Ref. No.	Transactions	Charge	Credit
05-21	05-19	00478	HILTON PARADISE LAS VEGAS NV	\$14.88	
05-21	05-19	46089	76 / CIRCLE K 40505133 BARSTOW CA	\$20.03	
05-21	05-19	96431	UNION 76 22838858 LOST HILLS CA	\$22.01	
05-21	05-19	57408	HARRIS RANCH RESTAURAN COALINGA CA	\$30.53	
05-21	05-15	67350	UNITED 0162168443957 E-TXT HI	\$106.00	
			AMBRA/MARIO L MR DEPARTURE 06/22		
			SJC UA Q DEN		
05-21	05-15	67384	UNITED 01621684466597 E-TXT HI	\$106.00	
			BOEWERAMBRA/ELIZABET DEPARTURE 06/22		
			SJC UA Q DEN		
05-23	05-21	97138	NATIONAL LEAGUE OF CIT 202-6263064 DC		\$310.00
05-23	05-22	28753	UNION 76 52156734 PRIMM NV	\$28.13	
05-23	05-21	11172	SMITH & WOLLENSKY LAS VEGAS NV	\$152.53	
05-24	05-22	00183	HARRIS RANCH RESTAURAN COALINGA CA	\$27.86	
05-24	05-22	74166	UNION 76 22838858 LOST HILLS CA	\$28.69	
05-24	05-21	46610	FERRARO'S LAS VEGAS NV	\$67.55	
05-24	05-22	20190	LAS VEGAS HILTON LAS VEGAS NV	\$539.50	
			3701113842 ARRIVAL: 05-19-01		
05-28	05-25	00085	SUP NETWK BATTERED WOM 650-9407850 CA	\$100.00	

Customer Service
1-888-449-2273, 24 hours

For Lost or Stolen Card:
1-888-449-2273, 24 hours

Send Inquiries to:
BANK OF AMERICA
PO BOX 2463
SPOKANE WA 99210-2463

Account Summary

Cash Advance Fees 0.00
Days in this Billing Cycle 99
Cash Advance Limit \$0.00

Previous Balance		\$1,223.81
Purchases & Other	+	
Debits		
Cash Advances	+	\$0.00
Credits	-	\$310.00
Payments	-	
Total Activity	=	\$913.81

Purchasing Card

Bank of America 



MARIO AMBRA
CITY OF MOUNTAIN VIEW
CITY COUNCIL OFFICE
500 CASTRO ST FL 3
MOUNTAIN VIEW CA 94041-2010

N00641

Cardholder Signature

Date

Manager Signature

Date

EXHIBIT F

Bank of America Purchasing Card Company Statement

Statement Date	02-04-01	Payment Credit Date	03-01-01
Credit Limit	\$200,000		
Cash Advance Balance	\$00	Amount to be Credited to your Purchasing Card Account	\$66,842.6
Available Credit	\$133,157		

Purchasing Card News

CITY OF MOUNTAIN VIEW
CHRIS HARTJE

Company Account Number:
5405 8231 9336 6924

Page 9 of 9

MARIO AMBRA
Credit Limit \$15,000.00

5405 8231 9337 6279
TOTAL ACTIVITY \$6,061.35

Posting Date	Sale Date	Ref. No.	Transactions	Charge	Credit
01-05	01-03	01037	OFFICE MAX 00001511 MOUNTAINVIEW CA	\$29.15	
01-08	01-06	80187	SOFITEL HOTELS WASHINGTON DC	\$2,058.71	
		0010826101	ARRIVAL: 01-06-01		
01-08	01-06	80195	SOFITEL HOTELS WASHINGTON DC	\$2,058.71	
		0010826201	ARRIVAL: 01-06-01		
01-09	01-07	29618	MARIE CALLENDER'S #30 LOS ALTOS CA	\$49.64	
01-11	01-10	10952	CAPITAL HILTON WASHINGTON DC		\$206.10
01-16	01-15	70676	NATIONAL LEAGUE OF CIT 202-8263064 DC	\$360.00	
01-16	01-15	70684	NATIONAL LEAGUE OF CIT 202-8263064 DC	\$360.00	
01-22	01-20	86319	RUTH'S CHRIS STKHSE #0 WASHINGTON DC	\$60.96	
01-23	01-22	49264	SOFITEL HOTELS WASHINGTON DC	\$331.38	
		0010912601	ARRIVAL: 01-16-01		
01-31	01-26	00227	UNITED 0162163576498 E-TKT CA	\$479.50	
		AMBRA/MARIO MR	DEPARTURE 03/09		
		SJC UA V WAS			
01-31	01-28	00250	UNITED 0162163576499 E-TKT CA	\$479.50	
		BOEWERAMBRA/ELIZABET	DEPARTURE 03/09		
		SJC UA V WAS			